

REQUEST FOR PROPOSAL (RFP)
(RFP/UNDP/INDIA/2014/33)

National Open Bidding	DATE: 25 July 2014
	REFERENCE: RFP/UNDP/INDIA/2014/033

Dear Sir / Madam:

We kindly request you to submit your Proposal for **“Developing strategies for mainstreaming sustainable jhum practices into existing legal and policy frameworks of relevant state policies of Nagaland”**.

Please be guided by the forms attached hereto as Annexures 1 & 2, in preparing your Proposal.

- Annexure 1 – Description of Requirements
- Annexure 2 – Terms of Reference
- Annexure 3 – Form for submitting service provider’s Technical Proposal
- Annexure 4 – Form for submitting service provider’s Financial Proposal
- Annexure 5 – General Terms and Conditions of the Contract

Your proposal comprising of Technical Proposal and Financial Proposal, **in separate sealed envelopes**, should reach on or before **11th August 2014** at the address below:

United Nations Development Programme
55, Lodi Estate, New Delhi – 110 003
Attn: Mr. Sandeep Sharma
Fax: 91-11-24627612

If the technical and financial proposals are not submitted in separate sealed envelopes, the proposal will be rejected.

Please also provide technical proposal and its annexures (scanned copies in ONE PDF FILE) in a CD/DVD; the CD/DVD can be kept in the envelope containing hard copy of technical proposal. PLEASE NOTE THAT CD/DVD should not contain Financial Proposal.

Your Proposal must be expressed in English language and remain valid for a minimum period of one hundred and twenty (120) days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall **not** be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria, and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

In case of any discrepancy between the unit price and the total price the **unit price** shall prevail, and the **total price** shall be re-computed and corrected by UNDP. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal.

At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Provider's preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Yours sincerely,

Arundhati Das
Assisant Country Director, Operations
UNDP India

Description of Requirements

Context of the Requirement	<p>Government of India, with UNDP as the lead agency, is implementing a Global Environment Facility (GEF) supported project - "Sustainable Land and Ecosystem Management in Shifting Cultivation Areas of Nagaland for Ecological and livelihood Security" in three districts - Mon, Mokukchung and Wokha in partnership with the Soil and Water Conservation Department, Government of Nagaland. The project aims to develop, demonstrate and upscale sustainable land management practices for the conservation of jhum (shifting cultivation) lands in Nagaland through an ecosystem approach. One of the main objectives of this project is to ensure an enabling environment is created, which may include strengthening of policies, institutions and related programmes in ways that support sustainable management of jhum lands or provide for sustainable alternatives where jhum is no longer ecologically viable. There is a need to catalyze changes to create this enabling environment (institution building, capacity building) so that existing government programmes/ schemes earmarked for shifting cultivation areas can be mobilized in support of a paradigm shift from "replacing jhum" to "improved jhum that integrates principles of sustainable land and ecosystem management (SLEM)".</p> <p>In this connection, as a critical step for creating this enabling environment, UNDP wishes to hire consultants to review the current status of relevant policies and guidelines that have implications for jhum cultivation, develop recommendation for mainstreaming sustainable jhum practices into policies and guidelines of relevant line departments, and evolve strategies to include these recommendations into various policies and guidelines.</p>
Implementing Partner of UNDP	Soil and Water Conservation Department, Government of Nagaland.
Brief Description of the Required Services	Please refer to the Annexure 2 – Terms of reference
List and Description of Expected Outputs to be Delivered	Please refer to the Annexure 2 – Terms of reference
Person to Supervise the Work/Performance of the Service Provider	Assistant Country Director and Programme Analyst, Energy & Environment Unit, UNDP and National Project Director of the Sustainable Land and Ecosystem Management (SLEM) Project, Govt. of Nagaland
Frequency of Reporting	The frequency will be determined based on the finalized Work Plan.
Progress Reporting Requirements	The consultants will work under the overall direction and guidance of the Assistant Country Director, Environment and Energy Unit of UNDP-India and the National Project Director of the SLEM Project, Nagaland. The consultants will work in close coordination with the Project Management Unit (PMU) in Nagaland and the concerned Programme Analyst in UNDP Delhi.
Location of work	<input checked="" type="checkbox"/> At Contractor's Location

Expected duration of work	120 days
Target start date	August 2014
Latest completion date	December 2014
Travels Expected	<ul style="list-style-type: none"> - Nagaland: The consultant/s will travel to the three project districts – Mon, Mokukchung and Wokha and to the PMU in Kohima. The consultants are expected to visit each of the three project districts and the PMU in Kohima at least once. - Delhi: At least 1 visit for discussion with officials of Ministry of Environment and Forests and other relevant Ministries, UNDP and other relevant stakeholders (this visit could be clubbed with the stakeholder meeting/workshop to be organized at Delhi) - Nagaland & Delhi: The team will share their findings with policymakers and other relevant stakeholders such as CBOs, relevant practitioners and officials of the local Agriculture and Allied departments in a workshop to be organized at Kohima (30 participants) and in a workshop at New Delhi (20 participants). (The list of invitees will be prepared in consultation with PMU and UNDP) - Please Note : the selected bidder would be required to organize and bear the cost of the arrangements for workshop in Kohima only. The expenses for the stakeholder meeting/workshop at New Delhi would be borne by UNDP. The selected bidder is only to assist UNDP with the logistic arrangements of the same, and hence the New Delhi meeting/ workshop should not be included in the financial proposal.
Special Security Requirements	<input checked="" type="checkbox"/> Others [Not Applicable]
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Others
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> Indian Rupees (INR)
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of	<input checked="" type="checkbox"/> 120 days

<i>submission of quotes)</i>	In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The bidder shall then confirm the extension in writing, without any modification whatsoever on the submitted Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not Permitted
Payment Terms	Within thirty (30) days from the date of meeting the following conditions: a) UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider Please refer to Annexure 2 – Terms of Reference for delivery of outputs and payment schedule.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Assistant Country director, Energy & Environment Unit, UNDP, Programme Analyst , UNDP and National Project Director of the Sustainable Land & Ecosystem Management (SLEM) Project, Govt. of Nagaland
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Institution Services
Criteria for Contract Award	<input checked="" type="checkbox"/> Compliance on Preliminary Examination of Proposals <input checked="" type="checkbox"/> Compliance on Essential Eligibility/Qualification requirements <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for Preliminary Examination of Proposals	<ol style="list-style-type: none"> 1. Bid is received on or before the date and time specified 2. Bid is properly sealed / un-tampered 3. Bid bears the (i) name of the submitting entity and (ii) title of the Contract outside the envelope 4. Written confirmation of validity of bid for 120 days 5. Technical Offer separately sealed from Financial Offer 6. Company Profile (not more than 15 pages) 7. Technical Bid/Proposal Form duly completed (i.e. no standard contents deleted, no reservations added) 8. Bid is strictly for the full scope of requirements (i.e. partial offer is not allowed) 9. Details of Personnel to be engaged in the contract submitted 10. Implementation Timetable submitted 11. There are no erasures/ interlineations/ additions which are not initialed and validated 12. There are no exceptional conditions stated that are unacceptable to UNDP 13. Latest Certificate of Registration of Business submitted 14. Latest Audited Financial Statements submitted 15. Is the Offeror, or any of its joint venture members, included in

	<p>UN Security Council 1267 List</p> <p>16. Is the Offeror, or any of its joint venture members, included in the List of Suspended and Removed Vendors</p> <p>17. Was the performance of the Offeror, any of its Joint Venture Member, or any of the proposed key personnel found satisfactory in any previous assignments with UNDP</p>
Criteria for Essential Eligibility/Qualification	<p><u>For Organization:</u> Minimum 3 years of experience in legal and policy issues related to the environment sector with a focus on ecosystems and natural resource management</p> <p><u>For Lead Legal Expert:</u> Law graduate with at least 8 years of national/ international level experience on environmental issues, laws and policies.</p> <p><u>For Junior Legal Experts:</u> Law graduate with 2-3 years of national/ international level experience on environmental issues, laws and policies.</p>
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u> As per table below</p> <p><u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> To one service provider only.
Contact Person for Inquiries (Written inquiries only)	<p>Sandeep Sharma Procurement Unit sandeep.sharma@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information	<p>Outer envelope should bear RFP reference number and sender's name and address</p> <p>Proposals are invited from the institutions/organizations only. Proposal submitted by Individuals will not be accepted.</p>

Criteria for Assessment of Technical Proposal:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Personnel/Team qualification	20%	200
2.	Expertise of the firm submitting the proposal	20%	200
3.	Methodology, its Appropriateness to the Condition and Timeliness of the Implementation Plan	30%	300
Total			700

Personnel/Team qualification [200 marks]		
1.1	Team Leader General Qualification- Max. 35 marks Suitability for the Project- Max. 45 marks	80
1.3	Qualification & Experience of other team members (60 x 2) or equally distributed as per the team size General Qualification- Max. 50 marks Suitability for the Project- Max. 70 marks	120
Total		200
Expertise of the firm submitting the proposal [200marks]		
2.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	50
2.2	General Organizational Capability in Natural Resources/ Social Science Sectors which is likely to affect implementation - Financial stability - age/size of the firm - strength of project management support - project financing capacity & management controls	50
2.3	Relevance of Experience of conducting legal and policy studies	100
Total		200
Proposed Methodology, Approach and Implementation Plan [300 marks]		
3.1	To what degree does the Proposer understand the task?	50
3.2	Have the important aspects of the task been addressed in sufficient detail?	50
3.3	Are the different components of the project adequately weighted relative to one another?	50
3.4	Applicability of the proposed approach and timeline for undertaking the assignment	100
3.5	Significance of the proposed outline of study and strategy for mainstreaming sustainable jhum practices into existing relevant legal and policy framework and documents	50
Total		300

Terms of Reference

for

“Developing strategies for mainstreaming sustainable jhum practices into existing legal and policy frameworks of relevant state policies of Nagaland”

Background:

Government of India, with UNDP as the lead agency, is implementing a Global Environment Facility (GEF) supported project - “Sustainable Land and Ecosystem Management in Shifting Cultivation Areas of Nagaland for Ecological and livelihood Security” in three districts - Mon, Mokukchung and Wokha in partnership with the Soil and Water Conservation Department, Government of Nagaland. The project aims to develop, demonstrate and upscale sustainable land management practices for the conservation of jhum (shifting cultivation) lands in Nagaland through an ecosystem approach. Shifting cultivation, locally referred to as ‘jhum’ is the main form of agriculture in Nagaland, and is most suitable for the agro-climate conditions and steep terrain. However, in recent years, shortened jhum cycle has been observed with insufficient time to restore soil fertility, yields from jhum field have declined over time, and families that were earlier self-sufficient in food grains are unable to produce enough for even a few months of the year. The reduced time for soil regeneration is accelerating the rate of soil erosion and resulting in disruption of the hydrology of the area. The major challenge for Nagaland is how to adapt this land use and production system to rising populations and changing lifestyles, while also maintaining its ecological stability.

One of the main objectives of this project is to ensure an enabling environment is created, which may include strengthening of policies, institutions and related programmes in ways that support sustainable management of jhum lands or provide for sustainable alternatives where jhum is no longer ecologically viable. Historically, the emphasis has been on replacing jhum and this approach has not received much success. The primary thrust of government efforts has been on weaning away tribal families from the practice of jhum by providing assets for settled agriculture. Many of these programmes, however, are yet to make a significant impact. Shifting cultivation systems will continue to play an important role in the local economy and, given population and economic pressures, jhum cultivation is unlikely to go back to the longer, more sustainable cropping-fallow cycles. This will continue to lead to increasing rates of soil erosion, disruption of hydrology and undermining of ecosystem services. There are a number of different institutions working on different aspects of the livelihood system of jhumias (subsistence agriculture, market agriculture, timber and NTFPs, livestock). What is needed is an integrated approach at the community-level. Further, policies need to be modified to take into account the unique situation of the North East Region (NER) and jhum lands in particular.

There are various national and state-level policies that have implications for jhum agriculture and, in turn, the ability to regulate its impacts on land and ecosystem degradation. There is a need to catalyze changes to create an enabling environment (institution building, capacity building) so that existing government programmes/ schemes earmarked for shifting cultivation areas can be mobilized in support of a paradigm shift from “replacing jhum” to “improved jhum that integrates principles of sustainable land and ecosystem management (SLEM)”.

In this connection, as a critical step for creating this enabling environment, UNDP wishes to hire consultants to review the current status of relevant policies and guidelines that have implications for jhum cultivation, develop recommendation for mainstreaming sustainable jhum practices into policies and guidelines of relevant line departments, and evolve strategies to include these recommendations into various policies and guidelines.

Generic functions and key results expected:

- Conduct detailed desk review to assess the current status/ overview/ situation of the relevant national and especially the state policies and guidelines that have implications for jhum agriculture and, in turn, the ability to regulate its impacts on land and ecosystem degradation in Nagaland; Review all relevant key policy, legal and institutional issues that govern / affect jhum cultivation and enabling sustainable livelihood issues of jhum practitioners in Nagaland and assess the role of traditional institutions;
- Identify key barriers and challenges for the effective incorporation of sustainable land and ecosystem management considerations in different sector policies and guidelines for effective management of jhum lands in Nagaland;
- Stocktaking of all existing activities related to the sustainable land and ecosystem management in the three project districts in Nagaland, literature review and analysis (national and international);
- Review International best policies and guidelines that can be incorporated for mainstreaming sustainable land management practices in jhum lands in Nagaland;
- Conduct national, international and state policy survey to document best policies on mainstreaming of sustainable management of jhum lands into current practices of the state and collate information on situations where such approach may be invoked for incorporating into policies and guidelines;
- Study existing policies and guidelines of relevant sector (some of these are listed in the project document), and determine how they can be more explicit on the special requirements of the state and also the NER;
- The analytical review will be followed by a consultative dialogue involving government, non-government, communities and research institutions, in order to facilitate policy engagement and change;
- Develop separate questionnaires for focus group discussions and surveys and interviews with different stakeholder groups such as various Agriculture and Allied department officials in the state and especially the three project districts, community members which will include various village institutions among others;
- Conduct field visits to relevant sites and carry out focus group discussions and consultative meetings with various stakeholders;
- Develop strategies on how to include the recommendations into various sector policies and guidelines;
- Consult experts/policy makers, Government of India, Government of Nagaland, technical agencies, research institutes and conduct final workshops with policymakers and relevant practitioners (1 in Kohima, Nagaland and 1 in New Delhi) for presenting the draft policies and guidelines.

Reporting Requirements

The consultants will work under the overall direction and guidance of the Assistant Country Director, Environment and Energy Unit of UNDP-India and the National Project Director of the Sustainable Land and Ecosystem Management (SLEM) Project, Nagaland. The consultants will work in close coordination with the Project Management Unit (PMU) in Nagaland and the concerned Programme Analyst in UNDP Delhi.

Key Outputs and Deliverables (with time frame):

S.No	Deliverable	Timelines
1	Final methodology and workplan for completion of the assignment (including table of contents of the review report)	Within 10 days of signing contract
2	Review of existing policies and guidelines pertaining to	Within 40 days

	jhum cultivation and sustainable management of land resources	
3	Conduct focus group discussions with key stakeholders (includes officials of the Agriculture and Allied departments in the state, especially the 3 project districts, communities, village institutions, youth councils etc.)	Within 75 days
4	Submission of draft report on policy and guidelines (including strategy plan) for relevant line departments to mainstream sustainable jhum practices	Within 85 days
5	Conduct final consultative workshops (1 in Kohima and 1 in New Delhi) to present draft policy and guidelines to state departments and key stakeholders. List of participants to be prepared in consultation with UNDP and PMU.	Within 110 days
6	Submission of final report incorporating relevant feedback from workshops	Within 120 days

Payment schedule

The assignment is required to be completed in a period indicated above and/or mutually agreed by the consultant and UNDP. The latter will make lumpsum payments, subject to the satisfactory approval of the outputs and deliverables. Delivery of outputs and payment schedule will be as under:

- i. 1st instalment (15%) on submission of methodology and workplan for completion of the assignment including table of contents of the review report;
- ii. 2nd instalment (25%) on submission of draft report on policy and guidelines (including strategy plan) for relevant line departments to mainstream sustainable jhum practices;
- iii. 3rd instalment (30%) after completion of two consultative workshops (1 in Kohima and 1 in New Delhi);
- iv. 4th instalment (30%) after submission of final report incorporating relevant feedback from workshops

Specific functions, qualifications and experience for the team/Legal firm comprising legal team:

S. No.	Positions	Specific Functions	Qualification and experience
1	One Senior Legal Expert – Team Leader	<p>To lead the team on the following tasks:</p> <p>(i) To analyze policies, regulations, legal and institutional instruments with respect to sustainable jhum practices and livelihood issues</p> <p>(ii) To analyze the development strategies for incorporating sustainable jhum cultivation considerations into various line department's policies and guidelines.</p> <p>(iii) Conduct an analysis of the existing legal aspects of jhum</p>	<p>(a) Law graduate with at least 8 years of national/ international level experience with respect to environment laws and policies and sustainable land and ecosystem management and livelihood issues.</p> <p>(b) Adequate knowledge about participatory land use plans.</p> <p>(c) Demonstrated experience of working with Government, communities and private sector agencies.</p> <p>(d) In-depth understanding/experience of the policy and legal framework on jhum practices in Nagaland or other parts of the Northeastern region where jhum cultivation is practiced, will be an asset.</p>

		cultivation especially in the context of the state.	
2	Two Junior Legal Experts	To assist the team leader on the tasks mentioned above	<p>a) Law graduate with 2-3 years of national/ international level experience with respect to environmental laws and policies..</p> <p>(b) Ability to partner and work with Government, communities and private sector agencies.</p> <p>(c) Understanding of the policy and legal framework on jhum practices in Nagaland or other parts of the Northeastern region where jhum cultivation is practiced, will be an asset.</p>

**FORM FOR SUBMITTING SERVICE PROVIDER'S
TECHNICAL PROPOSAL**

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹)

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date] , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc. Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- c) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- e) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

<p>As required by the RFP, the Service Provider must provide :</p> <p>a) List out the components of the task at hand such as legal and policy research, review of existing policies, surveys and interviews, legal and policy framework development, designing and editing, management evaluation, , etc. and accordingly indicate expertise required for carrying out the task at hand such as field researchers, Legal & Policy expert etc.</p> <p>b) Names and qualifications of the key personnel who will perform the services indicating the Team Leader and the supporting team members;</p> <p>c) CVs demonstrating qualifications, experience and proficiency in required languages must be submitted in the template given below; and</p> <p>d) Written confirmation from each personnel that they are available for the entire duration of the contract.</p> <p>e) Template for CV:</p>		
Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p>		
<p>_____</p> <p>Signature of the Nominated Team Leader/Member</p>		<p>_____</p> <p>Date Signed</p>

*Name and Signature of the Service Provider's
Authorized Person]
[Designation]
[Date]*

**FORM FOR SUBMITTING SERVICE PROVIDER'S
FINANCIAL PROPOSAL**

Please fill in both Table A and Table B below, ensuring that the total amount in both tables is the same.

A. Cost Breakdown per Deliverable*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Submission of methodology and workplan for completion of the assignment including table of contents of the review report	15%	
2	Submission of draft report on policy and guidelines (including strategy plan) for relevant line departments to mainstream sustainable jhum practices	25%	
2	Completion of two consultative workshops (1 at Kohima and 1 at New Delhi)	30%	
3	Submission of final report incorporating relevant feedback from workshops	30%	
Total (INR....)			

**This shall be the basis of the payment tranches*

B. Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Price
I. Personnel Services				
a. Lead Legal Expert			1	
b. Junior Legal Experts (2)			2	
II. Out of Pocket Expenses				
1. Travel Costs for consultant/s <i>(as specified in Annex 1: Travels expected)</i>				
2. Cost of organizing workshop at Kohima				
3. Report preparation and compilation				
III. Any other costs (provide detail..)				
Total (INR...)				

Please Note:

- For Kohima workshop, bidders should quote for **venue, lunch and tea/coffee and travel** for approx. 30 participants. Participants to be identified by the consultants in consultation with Project Management Unit at Kohima.
- For New Delhi workshop (approx. 20 participants), cost will be borne by UNDP; selected agency would be required to assist with the logistic arrangements only, and hence these expenses **should not be included** in the financial proposal. List of participants to be prepared in consultation with UNDP.

*[Name and Signature of the Service Provider's
Authorized Person]*

[Designation]

[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the

Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

- 13.1** The recipient (“Recipient”) of such information shall:
- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser’s Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- 13.2.1** any other party with the Discloser’s prior written consent; and,
 - 13.2.2** the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
 - 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.